



Valet Parking Terms & Conditions

By entering this car park you are agreeing to the terms and conditions set out below. If you do not accept these terms and conditions you must leave the car park immediately.

By entering this car park you also bind the owner of the vehicle and warrant your authority to do so.

These terms and conditions apply from the time your vehicle enters the car park and apply 24 hours a day, 7 days a week.

1. You must comply with all the rules and directions displayed in this car park or communicated by our staff. You must observe all time limits in relation to your use of this car park and you must not obstruct other persons or vehicles from using the car park.
2. You must only park in marked bays and you must not use "Reserved" or "No Parking" spaces unless authorized to do so or directed by our staff. You must not park in disability bays without a valid permit.
3. If this car park has a controlled access system, you must obtain a valid ticket on entering the car park. A new ticket is required each time your vehicle enters the car park. If you lose or fail to present a ticket upon leaving the car park you will be charged the maximum amount.

YOU AGREE THAT

4. We reserve the right to enter the vehicle and move it for operational, safety and enforcement reasons. You agree that we have no liability for any loss or damage caused as a result of entering and moving your vehicle.
5. You will pay all costs incurred in enforcing our rights under this agreement, including any damage caused by oil or other substance that leaks from the vehicle.
6. You are liable for any damage to the car park caused by you or your vehicle, including any damage caused by oil or other substances that leak from your vehicle.
7. Under this parking agreement we provide you with a place to park your vehicle. This service does not include ensuring the safety of the vehicle or its contents while it is parked here. You park at your own risk. You should not leave valuables in the vehicle.

8. We will take all reasonable care in providing this service to you. All other warranties in relation to the service we provide, whether expressed or implied, arising from contract, at common law or under statute, are to the maximum extent permitted by law expressly excluded. If we are not able to exclude our liability in this way for any reason, then our liability to you is limited to the amount of money you have paid to park here.
9. You agree to indemnify us in respect of any claim made against us arising out of your use of the car park, or out of the use of the car park by any person with your authority.
10. You understand that no one may vary, waive or excuse compliance with any of these terms and conditions on our behalf.
11. We reserve the right to revoke your licence to use our car park by a notice attached to the vehicle or sent to the owner of the vehicle.
12. No warranty is implied by the use of the word "Secure" in the name of this car park.
13. "You" means both the driver and the owner of the vehicle entering this car park "We" and "us" means Secure Parking NZ Limited and any of its contractors, employees or agents.

A Traffic Monitoring System is operating in this car park. Traffic monitoring services is authorised by the owner of this car park to impose restrictions on access and use.

14. If you fail to comply with this parking agreement you agree that you are parking contrary to the Terms and Conditions and agree to pay the fee printed on the infringement notice as liquidated damages. You agree that any claim for such damages is sufficiently met by the Infringement Notice attached to your vehicle.
15. If you do not pay the Notice Fee within 21 days of the issue date, we will issue you with a follow-up letter and you agree to pay the applied Administration fee designated.
16. If you fail to pay the Notice Fee and the Administrative Fee within a period of 10 days of the date of the follow-up letter, you agree to pay all additional costs involved in the collection of the debt, including the costs of the debt being transferred to a debt collection agency and all solicitor/client costs relating to the collection of the debt.

